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Attorneys for Plaintiff  
RICHARD TRAVERSO

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

RICHARD TRAVERSO,

Plaintiff,

vs.

CLEAR CHANNEL OUTDOOR, INC.; and  
DOES 1 through 10, inclusive,

Defendants.

Case No. C07-3629 MJJ

**[DISCOVERY MATTER]**

**DECLARATION OF GARRET D. MURAI  
IN SUPPORT OF MOTION TO COMPEL  
FURTHER RESPONSES TO WRITTEN  
DISCOVERY AND TO COMPEL THE  
DEPOSITIONS OF WILLIAM HOOPER  
AND PATRICK POWERS**

**Date: March 18, 2007  
Time: 9:30 a.m.  
Courtroom: 11 (19<sup>th</sup> Floor)  
Judge: Hon. Martin J. Jenkins**

Action Removed: July 13, 2007  
Trial Date: April 7, 2008

1 I, Garret D. Murai, declare:

2 1. I am an attorney licensed to practice law in the State of California and am licensed  
3 to practice before the United States District Court for the Northern District of California. I am an  
4 associated with Wendel, Rosen, Black & Dean, LLP, attorneys of record for Plaintiff RICHARD  
5 TRAVERSO.

6 2. This declaration is made in support of Plaintiff's Motion to Compel Further  
7 Responses to Written Discovery and to Compel the Depositions of William Hooper and Patrick  
8 Powers. I have personal knowledge of the matters stated herein and if called upon to testify could  
9 and would competently do so.

10 3. On December 18, 2007, Plaintiff served his requests for production of documents  
11 on Defendant CLEAR CHANNEL OUTDOOR, INC. ("Clear Channel"). A true and correct  
12 copy of Plaintiff's request for production of documents is attached hereto as Exhibit A.

13 4. That same day, Plaintiff served his special interrogatories on Clear Channel. A  
14 true and correct copy of Plaintiff's special interrogatories are attached hereto as Exhibit B.

15 5. On January 24, 2008, Plaintiff received Clear Channel's response to Plaintiff's  
16 request for production of documents. A true and correct copy of Clear Channel's response is  
17 attached hereto as Exhibit C.

18 6. That same day, Plaintiff received Clear Channel's response to Plaintiff's special  
19 interrogatories. A true and correct copy of Clear Channel's response is attached hereto as  
20 Exhibit D.

21 7. On January 29, 2008, three business days after receiving Clear Channel's  
22 discovery responses, Plaintiff personally served deposition notices for William Hooper and  
23 Patrick Powers who were identified as Clear Channel's persons most knowledgeable regarding  
24 leases and/or licenses for billboards along the Skyway in San Francisco. The depositions were set  
25 within the deadline to complete non-expert discovery. A true and correct copy of the deposition  
26 notices are attached hereto as Exhibit E.

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1           8.       On January 30, 2008, I received a letter from Clear Channel's counsel objecting to  
2 the deposition notices of Messrs. Hooper and Powers. Counsel objected to the depositions on the  
3 ground that reasonable notice was not provided although the depositions were set within the  
4 deadline to complete non-expert discovery and Plaintiff agreed to accommodate their schedules  
5 after the discovery deadline just as Plaintiff agreed to do in response to Clear Channel's notice of  
6 deposition of Plaintiff. A true and correct copy of the letter from Clear Channel's counsel is  
7 attached hereto as Exhibit F.

8           9.       That same day, I responded to Clear Channel's counsel and explained that the  
9 notices were set in accordance with Local Rule 30-1 and Rule 30(b)(1) of the Federal Rules of  
10 Civil Procedure and again offered to accommodate Messrs. Hooper and Powers' schedules after  
11 the discovery deadline just as Plaintiff had agreed to do in response to Clear Channel's notice of  
12 deposition of Plaintiff. Finally, I explained that the deposition notices were sent three business  
13 days after receiving Clear Channel's responses to special interrogatories in which they identified  
14 Messrs. Hooper and Powers for the first time as Clear Channel's persons most knowledgeable  
15 regarding leases and/or licenses of billboards along the Skyway in San Francisco, that Plaintiff's  
16 deposition was unilaterally set just seven business days before his deposition by Clear Channel,  
17 and that because of the action's expedited schedule deposition notices would necessarily be sent  
18 on shortened notice. A true and correct copy of my letter is attached as Exhibit G.

19          10.      Later that same day, Clear Channel's counsel sent me an email contending that  
20 Clear Channel had never agreed to permit Plaintiff to take the depositions of Messrs. Hooper and  
21 Powers. A true and correct copy of the email from Clear Channel's counsel is attached hereto as  
22 Exhibit H.

23          11.      On February 1, 2008, I sent a letter to Clear Channel's counsel explaining that  
24 neither Local Rule 30-1 or Rule 30(b)(1) of the Federal Rules of Civil Procedure require that a  
25 party receive permission from another party to take their deposition. A true and correct copy of  
26 my letter to Clear Channel's counsel is attached hereto as Exhibit I.

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12. On February 5, 2008, counsel for Plaintiff and Clear Channel met and conferred over the telephone. Clear Channel's counsel agreed to produce documents in response to RFD Nos. 2, 4, 5, and 9. Clear Channel's counsel further agreed to serve supplemental responses to SPROG Nos. 3, 4, 5, 8, and 9. A true and correct copy of an email chain confirming this agreement is attached hereto as Exhibit J.

13. On February 7, 2008, Clear Channel served its supplemental responses to SPROG. A true and correct copy of Clear Channel's supplemental responses are attached hereto as Exhibit K.

14. Clear Channel did not produce the documents they had agreed to produce. Clear Channel has not produced its Skyway advertising rates and contracts or complete copies of all its Skyway land leases. Moreover, Clear Channel still has not provided an adequate supplemental responses to SPROG No. 9. During the meet and confer process, Clear Channel's counsel stated that Clear Channel was conceding that the Lease terminated on February 28, 2007. Instead, Clear Channel's supplemental response states: "Clear Channel does not contend that the LEASE did not terminate on February 28, 2007." This is a double-negative, and Traverso is left to guess what is meant by Clear Channel's response.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this 11th day of February 2008 in Oakland, California

/s/ Garret D. Murai  
Garret D. Murai